

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF ARKANSAS
LITTLE ROCK DIVISION**

Debtor(s) Onone Honey

Case No. 4:19-12360

**Arkansas Chapter 13 Plan
(Local Form 13-1)**

Original Plan ☒

Amended Plan ☐

For an amended plan, all applicable provisions must be repeated from the previous plan(s). Provisions may not be incorporated by reference from previously filed plan(s).

List below the sections of the plan that have been changed:

State the reason(s) for the amended plan, including any changes of circumstances below. If creditors are to be added, please complete Addendum A as well as file any appropriate amended schedules.

The Amended Plan is filed: ☐ Before confirmation
☐ After confirmation

Part 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable.

Original plans and amended plans must have matrix(ces) attached or a separate certificate of service should be filed to reflect service in compliance Fed. R. Bankr. P. 2002.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file a written objection to confirmation with the United States Bankruptcy Court either electronically (if filer is approved for electronic filing) or at the following addresses:

- **For Eastern District cases** (Batesville, Helena, Jonesboro, Little Rock, or Pine Bluff Divisions):
United States Bankruptcy Court, 300 West 2nd Street, Little Rock, AR 72201
- **For Western District cases** (El Dorado, Fayetteville, Fort Smith, Harrison, Hot Springs, or Texarkana Divisions):
United States Bankruptcy Court, 35 E. Mountain Street, Fayetteville, AR 72701

The objection should be filed consistent with the following timelines:

- ☒ **Original plan filed at the time the petition is filed:** Within 14 days after the 341(a) meeting of creditors is concluded.
- ☐ **Original plan filed after the petition is filed or amended plan (only if filed prior to the 341(a) meeting):** Within the later of 14 days after the 341(a) meeting of creditors is concluded or 21 days after the filing of the plan.
- ☐ **Amended plan:** Within 21 days after the filing of the amended plan.

The court may confirm this plan without further notice if no objection to confirmation is timely filed.

The following matters may be of particular importance. **Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

1.1	A limit on the amount of a secured claim, set out in Section 3.4, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Nonstandard plan provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

Part 2: Plan Payments and Length of Plan

2.1 The debtor(s) will make regular payments to the trustee as follows:

Inapplicable portions below need not be completed or reproduced.

Original plan: The debtor(s) will pay \$100.00 per month to the trustee. The plan length is 36 months.

The following provision will apply if completed:

Plan payments will change to \$_____ per month beginning on _____.

Amended plan: Plan payments will change to \$_____ per month beginning on the later of the date of filing of the amended plan or _____. The plan length is _____ months.

The following provision will apply if completed:

Plan payments will change to \$_____ per month beginning on _____.

The debtor(s) will pay all disposable income into the plan for not less than the required plan term, or the applicable commitment period, if applicable, unless unsecured creditors are being paid in full (100%). If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Payments shall be made from future income in the following manner:

Name of debtor Onone Honey

☒ Direct pay of entire plan payment

2.3 Income tax refunds.

☒ Debtor(s) will retain income tax refunds received during the plan term and have allocated the refunds in the budget.

2.4 Additional payments.

☒ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*

Part 3: Treatment of Secured Claims

3.1 Adequate Protection Payments.

☒ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*

3.2 Maintenance of payments and cure of default (long term-debts, including debts secured by real property that debtor(s) intend to retain).

☒ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

3.3 Secured claims excluded from 11 U.S.C. § 506 (non-506 claims).

☒ **None.** *If "None" is checked, the rest of § 3.3 need not be completed or reproduced.*

3.4 Claims for which § 506 valuation is applicable. Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

☒ **None.** *If "None" is checked, the rest of § 3.4 need not be completed or reproduced.*

3.5 Surrender of collateral.

☒ **None.** *If "None" is checked, the rest of § 3.5 need not be completed or reproduced.*

3.6 Secured claims not provided treatment. In the event that a secured claim is filed and allowed that is not provided treatment in the plan, the trustee shall pay such creditor the claim amount *without interest* after this plan in all other respects has been completed.

Part 4: Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including domestic support obligations, will be paid in full without postpetition interest.

4.2 Trustee's fees.

The trustee's fees are governed by statute and may change during the course of the case.

4.3 Attorney's fees.

The attorney's fee is subject to approval of the court by separate application. The following has been paid or will be paid if approved by the court:

Amount paid to attorney prior to filing:	\$0
Amount to be paid by the trustee:	\$3,000.00 + 58.50 mailing cost
Total fee requested:	\$3,058.50

Upon confirmation, the attorney shall receive an initial fee as provided in the application and approved by the court from funds paid by the debtor(s), after administrative costs have been paid. The remaining fee will be paid at the percentage rate of the total disbursed to creditors each month provided in the application approved by the court.

The initial fee and percentage rate requested in the application are \$1,000.00 and 25%, respectively.

4.4 Priority claims other than attorney's fees and those treated in § 4.5.

Filed and allowed priority claims (usually tax claims), including without limitation, the following listed below, will be paid in full in accordance with 11 U.S.C. § 1322(a)(2), unless otherwise indicated. For claims filed by governmental units, the categorization of the claim by the creditor (secured, priority, nonpriority unsecured) and amounts shall control over any contrary amounts unless otherwise ordered by the court. None

4.5 Domestic support obligations.

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

Part 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims.

Allowed nonpriority unsecured claims shall be paid at least as much as they would receive if the debtor(s) filed a Chapter 7 case. **Allowed nonpriority unsecured claims shall be paid in full (100%) unless a different treatment is indicated below.** For above median income debtor(s), the distribution to unsecured creditors includes any disposable income pool (monthly disposable income times 60 months) from Form 122C-2, unless the debtor(s) are unable to meet the disposable income pool based on the following circumstances:

☒ A PRORATA dividend, including disposable income pool amounts, if applicable, from funds remaining after payment of all other classes of claims.

5.2 Special nonpriority unsecured claims and other separately classified nonpriority unsecured claims.

☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims.

☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

Part 6: Contracts, Leases, Sales and Postpetition Claims

6.1 Executory Contracts and Unexpired Leases.

☐ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

The executory contracts and unexpired leases listed below are assumed or rejected as indicated.

☒ **Assumed items.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by debtor(s), or by the trustee, as set forth below. Debtor(s) propose to cure any default by paying the arrearage on the assumed leases or contracts in the amount listed on the filed and allowed proof of claim, if contrary to the amount listed below.

Creditor	Description of contract or property	Payment to be paid by	Payment amount	Number of remaining payments	Arrearage amount	Monthly arrearage payment
Aaron's	Furniture lease	<input checked="" type="checkbox"/> Debtor(s) <input type="checkbox"/> Trustee	\$200	8 months	-	-
Acceptance Now/Cleo's	Bedroom Furniture lease	<input checked="" type="checkbox"/> Debtor(s) <input type="checkbox"/> Trustee	\$150	1 year	-	-

☒ **Rejected items.** The debtor(s) reject the following executory contracts or unexpired leases. The debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. §§ 362(a) and 1301(a) be terminated as to the property only. No further payments are to be made to the creditor on the contract or lease. However, the creditor may file a claim for the deficiency and will be treated as a nonpriority unsecured creditor.

Creditor and last 4 digits of account number	Description of contract or property
Flexshopper	tv lease - broken - reject lease
NPRTO-Mid-West	furniture lease - damaged – reject
Snap Finance	furniture - reject lease

6.2 Sale of assets.

☒ **None.** If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

6.3 Claims not to be paid by the trustee.

☒ **None.** If "None" is checked, the rest of § 6.3 need not be completed or reproduced.

6.4 Postpetition claims.

☒ **None.** If "None" is checked, the rest of § 6.4 need not be completed or reproduced.

Part 7: Vesting of Property of the Estate

7.1 Property of the estate will vest in the debtor(s) upon:

☐ plan confirmation.

☒ entry of discharge.

☐ other: _____

Part 8: Nonstandard Plan Provisions

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015.1(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

Part 9: Signatures

By filing this document, the attorney for the debtor(s) or the debtor(s) themselves, if not represented by an attorney, certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in plan form used in the Eastern and Western Districts of Arkansas, other than any nonstandard provisions included in Part 8.

/s/ Kent Pray

Date 5/2/19

Signature of Attorney for Debtor(s)

Addendum A – For Amended Plans

Listing of Additional Creditors and Claims for Plan Purposes

Note: While additional creditors may be listed on Addendum A, the debtor(s) also must file amended schedules as appropriate.

A.1 Prepetition Nonpriority Unsecured Claims.

The following are creditors with prepetition nonpriority unsecured claims that are added to the plan. These creditors will be provided treatment as described in Part 5.1 of the plan.

A.2 Postpetition Nonpriority Unsecured Claims.

The following are creditors with postpetition nonpriority unsecured claims pursuant to 11 U.S.C. §§ 1305 and 1322(b)(6) that are added to the plan by the debtor(s). The creditors listed below are entitled to participate in the debtor(s)' bankruptcy case at the election of the creditor.

A creditor may elect to participate in the plan by filing a proof of claim for the postpetition claim. The claim will be treated as though the claim arose before the commencement of the case and will be provided treatment as described in Part 5.1 of the plan. Upon completion of the plan and case, any unpaid balance of such claim may be subject to discharge.

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that copies of the foregoing notice and attached Plan have been mailed or provided through ECF to the following:

Legal Division
Employment Security Div.
P. O. Box 2981
Little Rock, AR 72203

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101

Legal Division
Dept. of Finance & Admin.
P.O. Box 1272
Little Rock, AR 72203

U. S. Attorney
Eastern District
P. O. Box 1229
Little Rock, AR 72203

Mark T. McCarty
Chapter 13 Standing Trustee
P.O. Box 5006
N. Little Rock, AR 72119-5006
(ECF)

and to all creditors whose names and addresses are set forth below:

Dated: 5/2/19

\s\ Kent Pray

Kent Pray, Bar No. 91228
Christian W. Frank, Bar No. 01219
PRAY LAW FIRM, P.A.
P. O. Box 94224
N. Little Rock, AR 72190
(501) 771-7733

Aaron's
1805 North First Street
Jacksonville, AR 72076

Acceptance Now
c/o -Cleo's Furniture
11121 West Markham St
Little Rock, AR 72211

Ashley Stewart/Comenity
P.O. Box 659705
San Antonio, TX 78265-9705

Bank of America
P.O.Box 851001
Dallas, TX 75285-1001

Calvary Portfolio Services
PO Box 27288
Tempe, AZ 85285-7288

Candica LLC
2001 Western Ave/Ste 430
Seattle, WA 98121

Capital One
PO Box 30281
Salt Lake City, UT 84130

Capital One
P O Box 60599
City of Industry, CA 91716-0599

CF Medical/Buerkle St Emerg Ph
c/o Capio Partners
PO Box 3209
Sherman, TX 75091

Chicago Dept of Revenue
c/o Linebarger Goggan Blair &
Sampson
PO Box 06152
Chicago, IL 60606

Circuit Court of Prairie Co.
200 Court House Sq # 104
Des Arc, AR 72040

City Bail Bonds
c/o Creditors Specialty Svc In
PO Box 764
Acton, CA 93510

Credit Acceptance Corp
c/o McHughes Law Firm

PO Box 2180
Little Rock, AR 72203

Credit One

P. O. Box 60500
City Of Industry, CA 91716

Direct TV

PO Box 78626
Phoenix, AZ 85062

Farmers & Merchants Bank

708 S. Main Street
Stuttgart, AR 72160

Finger Hut

PO Box 166
Newark, NJ 07101-0166

First Premier

PO Box 5519
Sioux Falls, SD 57117

Flexshopper

2700 N Military Trl
Ste 200
Boca Raton, FL 33431

Gamache & Myres, PC

1000 Camera Ave, Ste A
Saint Louis, MO 63126

Ginny's

1112 7th Avenue
Monroe, WI 53566-1364

Mason Easy Pay

PO Box 2808
Monroe, WI 53566-8008

Medical Laboratories of AR

11001 Executive Center Dr.
Suite 200
Little Rock, AR 72211

Midnight Velvet

1112 7th Ave.
Monroe, WI 53566-1364

Monroe & Main

1112 7th ave
Monroe, WI 53566

Montgomery Ward

PO Box 2843
Monroe, WI 53566

New York & Co./Comenity
PO Box 659728
San Antonio, TX 78265

NPRTO-Mid-West
256 W Data Dr
Draper, UT 84020

Seventh Avenue
1112 7th Avenue
Monroe, WI 53566

Sherwood Urgent Care
P O Box 50668
Knoxville, TN 37950-0668

Snap Finance
1193 W 2400 S
Salt Lake City, UT 84119

US Department of ED
P.O. Box 8976
Madison, WI 53708-8973

Verve
PO Box 31292
Tampa, FL 33631